



## POWER OF ATTORNEY

U.S. Serial No.: 09/816,761

Priority Date: March 23, 2000

Title: Bactericidal Antimicrobial Method and Compositions for Use in Treating Gram Positive Infections

The undersigned, Stephen K. Rugg, on behalf of Board of Trustees of the University of Illinois, located at 352 Henry Administration Building, 506 South Wright Street, Urbana, Illinois 61801, an assignee of the above identified patent document, hereby appoints the firm Potter Anderson & Corroon LLP located at Hercules Plaza, 1313 North Market Street, P.O. Box 951, Wilmington, DE 19899-0951, having USPTO customer number 26691, as their Attorney with full power to prosecute the above-identified application or patent, including all continuations, divisions, regional, national, and foreign filings of such application or patent. Attorneys of Potter Anderson & Corroon LLP shall include: Kathleen W. Geiger, Reg. No. 35,880; Steven H. Markowitz, Reg. No. 27,095; Hilmar L Fricke, Reg. No. 22,384; Gail A. Dalickas, Reg. No. 40,979; Thomas R. Mancini, Reg. No. 50,157; Jacqueline Cohen, Reg. No. 51,574 and Jeffrey B. Safran Reg. No. 54,689.

Date: January 12, 2004

By: Stephen K. Rugg

Name: Stephen K. Rugg

Title: Comptroller



## POWER OF ATTORNEY

U.S. Serial No.: 09/816,761

Priority Date: March 23, 2000

Title: Bactericidal Antimicrobial Method and Compositions for Use in Treating Gram Positive Infections

The undersigned, Christopher M. Cashman, on behalf of Protez Pharmaceuticals, Inc., located at 30 Spring Mill Drive, Malvern PA 19355, an assignee of the above identified patent document, hereby appoints the firm Potter Anderson & Corroon LLP located at Hercules Plaza, 1313 North Market Street, P.O. Box 951, Wilmington, DE 19899-0951, having USPTO customer number 26691, as their Attorney with full power to prosecute the above-identified application or patent, including all continuations, divisions, regional, national, and foreign filings of such application or patent. Attorneys of Potter Anderson & Corroon LLP shall include: Kathleen W. Geiger, Reg. No. 35,880; Steven H. Markowitz, Reg. No. 27,095; Hilmar L Fricke, Reg. No. 22,384; Gail A. Dalickas, Reg. No. 40,979; Thomas R. Mancini, Reg. No. 50,157; Jacqueline Cohen, Reg. No. 51,574 and Jeffrey B. Safran Reg. No. 54,689.

Date: 1-5-04

By: Christopher M. Cashman

Name: Christopher M. Cashman

Title: CEO

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the "AGREEMENT"), dated and effective as of the 22<sup>nd</sup> day of December, 2003 (the "Effective Date"), by and between Influx, Inc., a Delaware corporation having its principal place of business at Suite 116, 2201 West Campbell Park Drive, Chicago, ILL 60612 (hereinafter referred to as "ASSIGNOR"), and Protez Pharmaceuticals Inc., a Delaware corporation having its principal place of business located at 30 Spring Mill Drive, Malvern, PA 19355 (hereinafter referred to as "PROTEZ") and The Board of Trustees of The University of Illinois, having an address at 1737 West Polk Street, AOB 310, Chicago, Illinois 60612-7227 (hereinafter referred to as "UIC"). PROTEZ and UIC are hereinafter collectively referred to as the "ASSIGNEES").

### W I T N E S S E T H:

WHEREAS, ASSIGNOR and PROTEZ have entered into an Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement") pursuant to which PROTEZ is acquiring all of the assets of ASSIGNOR, including Assignor's Intellectual Property (as defined in the Asset Purchase Agreement);

WHEREAS, ASSIGNOR acknowledges that UIC has certain ownership interests in the Intellectual Property including the Patents (as defined below), arising under an Exclusive License Agreement between UIC and Influx, Inc. dated as of December 29, 2000, as amended;

WHEREAS, in addition to reflecting ASSIGNOR'S assignment of its rights in the Intellectual Property including the Patents to PROTEZ in connection with the transactions under the Asset Purchase Agreement, ASSIGNOR and ASSIGNEES wish to reflect via this Agreement that UIC has certain ownership interests in the Intellectual Property including the Patents;

WHEREAS, ASSIGNOR desires to transfer and ASSIGNEES desire to obtain ASSIGNOR'S interests in the Intellectual Property including the Patents;

WHEREAS, ASSIGNOR acknowledges that ASSIGNEES desire to claim ownership of ASSIGNOR'S interests in the Intellectual Property disclosed by ASSIGNOR including all Patent(s) and Confidential Information (as defined in the Asset Purchase Agreement) arising from and related to such Patent(s); and

WHEREAS, all terms herein that are initially capitalized but not defined, are used as defined in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and other adequate and valuable consideration as is acknowledged by ASSIGNOR and ASSIGNEES, the parties agree as follows:

#### 1. Definitions

For purposes of this AGREEMENT, the following term is described as set forth below:

- (a) "Patent(s)", as used herein, means all patents and patent applications and all patent applications hereafter filed, including any parents, continuations, continuations-in-part, divisions, provisionals or any substitute applications, non-provisional applications, nationalization filings, any patent issued with respect to any such applications, any reissue, reexamination, renewal or extension (including any supplemental patent certificate) of any such patent, any confirmation patent or registration patent or patent of addition based on any such patent, any subsequent filings in any country or jurisdiction claiming priority therefrom, all foreign counterparts of any of the foregoing, and all applications for any of the foregoing which are in the process of being prepared, in each case owned, controlled, used or licensed by Assignor or held for use by any Affiliate of Assignor in connection with the conduct of the Business, including as set forth on Appendix A attached hereto.

2. Transfer of Rights

ASSIGNOR, hereby sells, assigns, transfers and conveys unto ASSIGNEES, to be held and enjoyed by ASSIGNEES, their respective successors, assignees and nominees, all of ASSIGNOR'S rights, title and interest in and to the Patent(s) and Confidential Information as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment not been made, including the right to sue for past and future infringements and to keep all recoveries obtained therefrom.

3. Cooperation Between the Parties

- 3.1 ASSIGNOR will cooperate fully in executing the appropriate documents provided by ASSIGNEES to complete the formalities for perfecting the assignment and recording of the Patent(s). Said documents will include, but not be limited to: powers of attorney and assignments from inventors. All costs associated with preparing and recording assignments, including all legalization and notarization costs, shall be borne by PROTEZ. .
- 3.2 ASSIGNOR agrees to cooperate and give assistance to ASSIGNEES should ASSIGNEES or ASSIGNEE'S successors need to prove ownership of Patent(s) to defend their rights in this respect against third parties.
- 3.3 ASSIGNOR agrees to perform all reasonable acts and provide all available information necessary to enable ASSIGNEES to defend, record and enforce the Patent(s) and ASSIGNEES' rights and title therein, subject to ASSIGNEES' obligations to pay all reasonable costs and expenses associated therewith.
- 3.4 ASSIGNOR agrees to provide reasonable assistance in transferring to ASSIGNEES the Confidential Information assigned under this AGREEMENT.

4. Transfer of Files

- 4.1 ASSIGNOR will prepare all of the Patent files and any associated Confidential Information and transfer physical possession to PROTEZ in accordance with Section 6.3 of the Asset Purchase Agreement at the location requested by PROTEZ and at the expense of PROTEZ as soon as feasible and in any event no later than 1 (one) month after the transitional period has lapsed. Upon such physical transfer, ASSIGNOR shall no longer be responsible for further actions or payment of fees in respect thereof. Prior to the physical transfer of the files, ASSIGNOR will, to the extent feasible, provide information relating to the Patent(s) in the

manner requested by PROTEZ for the purposes of docketing maintenance fees, annuities, office actions, etc. These Patent files will include the ribbon copy issue certificates; certified copies of the application file and any other official correspondence in connection to the Patent(s) and docket report of actions due.

4.2 Any action that needs to be taken or fees paid after the execution date of this AGREEMENT and during any transitional period between the date hereof and actual delivery of files to PROTEZ to avoid lapse of the Patent(s) will be undertaken by ASSIGNOR on behalf of ASSIGNEES, until ASSIGNOR delivers physical possession of the files to PROTEZ, or ASSIGNEES request that ASSIGNOR not take certain actions or not pay certain fees. All maintenance fees, annuity fees and all fees for actions taken after the execution date, timely paid by ASSIGNOR on behalf of ASSIGNEES after the execution date, shall be billed to PROTEZ, to the extent, and only to the extent of the portion of the lifetime of the Patent rights for which such payments are made. ASSIGNOR will inform ASSIGNEES in writing of all such actions or fees associated with the prosecution and maintenance of the Patent(s) and PROTEZ shall promptly reimburse ASSIGNOR.

5. Use of Transferred Patent(s)

As of the effective date set forth in the Introductory Paragraph (i) ASSIGNOR will stop using the transferred Patent(s) on its behalf and ASSIGNOR shall not file new patent applications for the transferred Patent(s), since the right and title of the Patent(s) upon such date will be exclusively owned by ASSIGNEES, and (ii) no other third party shall have the right to use the Patent(s) if such authorization is not given, in writing, directly by ASSIGNEES.

6. Entire AGREEMENT

This AGREEMENT shall supersede and prevail over any other prior arrangements, either oral or written between the parties as to the Intellectual Property received under this AGREEMENT except for the Asset Purchase Agreement. The Asset Purchase Agreement together with this AGREEMENT constitute the entire AGREEMENT between the parties relative to this subject matter and this Agreement shall not be amended, except in a writing signed by all parties.

7. Invalidity

If any provision or provisions of this AGREEMENT shall to any extent be invalid or unenforceable, the remainder shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The invalidity or unenforceability of a provision of this AGREEMENT shall not cause the invalidity of the whole AGREEMENT. The parties will replace any provision found invalid or unenforceable by alternative valid regulations which should be as similar as possible in its conditions. Notwithstanding anything in this AGREEMENT to the contrary, nothing in this AGREEMENT shall constitute a waiver, limitation or amendment of any right or obligation of either party contained in this Assignment AGREEMENT.

8. Governing Law

This AGREEMENT shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding any conflict of laws or principles of the Commonwealth of Pennsylvania, which may require the application of the laws of another jurisdiction. The courts of the Commonwealth of Pennsylvania, the personal jurisdiction to

which each of the parties to this AGREEMENT voluntarily submits, shall have the exclusive jurisdiction to hear and decide any dispute or controversy concerning this AGREEMENT.

9. Binding Effect

The present AGREEMENT shall also be binding on any Affiliate, subsidiary or successors of the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the authorized representatives of the parties have duly executed this AGREEMENT as of the date first above written.

Protez Pharmaceuticals Inc.  
Assignee

By: \_\_\_\_\_  
(include person's title or position)

The Board of Trustees of the University of Illinois  
Assignee

By: Stephen K. Pegg - Comptroller  
(include person's title or position)

Influx Inc.  
Assignor

By: Muelael Johnson  
Chairman & Acting CEO  
(include person's title or position)

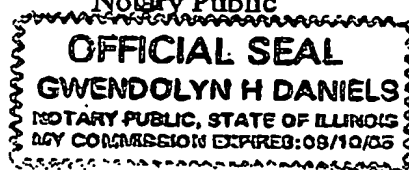
(Note; agreement to be notarized by Influx, Inc.)

State of Illinois  
County of Cook SS:

Before me personally appeared said Eric Giesler, authorized signatory for Stephen K. K  
and acknowledge the foregoing instrument to be their free act and deed  
this 22nd day of December, 2003.

SEAL

Gwendolyn H. Daniels  
Notary Public



APPROVED AS TO LEGAL FORM

Muelael 12-22-03  
OFFICE OF UNIV. COUNSEL-CHICAGO

## APPENDIX A

Subject Matter / Title	Patents and Applications
Inhibitors for Multidrug Transporters	United States Provisional Application Serial No.: 60/110,841 United States Patent 6,326,391 B1 United States Patent 6,362,229 B1 United States Patent Application Serial No.: 10/106,839 WO 00/32196 and all national/regional phase entries therefrom United States Provisional Application Serial No.: 60/424,938
Bactericidal Antimicrobial Methods and Compositions for use in Treating Gram Positive Infections ....	United States Provisional Application Serial No.: 60/191,879 WO 01/070213 and all national/regional phase entries therefrom United States Application Serial No.: 09/816,761
Antifungal Compounds and Uses Therefor	United States Provisional Application Serial No.: 60/245,548 United States Application Serial No.: 10/008,375 having publication no.: US 2002/0193369A1 WO 02/36203
Pyridinium Thio Ethers (PTEs) and their Uses	United States Provisional Application Serial No.: 60/456,781



IN WITNESS WHEREOF, the authorized representatives of the parties have duly executed this AGREEMENT as of the date first above written.

Protez Pharmaceuticals Inc.  
Assignee

By: [Signature] (PRESIDENT)  
(include person's title or position)

The Board of Trustees of the University of Illinois  
Assignee

By: \_\_\_\_\_  
(include person's title or position)

Influx Inc.  
Assignor

By: \_\_\_\_\_  
(include person's title or position)

(Note; agreement to be notarized by Influx, Inc.)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS:

Before me personally appeared said \_\_\_\_\_  
and acknowledge the foregoing instrument to be their free act and deed  
this \_\_\_\_\_ day of December, 2003.

SEAL

\_\_\_\_\_  
Notary Public